DOCUMENT RESUME

ED 297 811 JC 880 356

TITLE Agreement between Lakeshore Vocational, Technical and Adult Education District Board and Lakeshore Education Association, 1987-1989.
PUB DATE [87]
NOTE 51p.; Part of a collection of bargaining agreements compiled by the National Education Association.
PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC03 Plus Postage.
DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Personnel Policy; Teacher Dismissal; Teacher Salaries; Two Year Colleges; Unions
IDENTIFIERS National Education Association; *NEA Contracts

ABSTRACT

The agreement between the Lakeshore Vocational, Technical and Adult Education District Board and the Lakeshore Education Association is presented for the period 1987-1989. The articles in the agreement set forth provisions related to: (1) recognition and composition of the bargaining unit; (2) pay variations for various or unusual conditions; (3) work schedules; (4) work load (a work load percentage chart is included); (5) the teacher utilization advisory committee; (6) teacher contracts; (7) discharge and discipline; (8) pay provisions; (9) payroll deductions; (10) advance credits and occupational experience; (11) extra-duty conditions; (12) pay for substituting; (13) insurance; (14) sick leave; (15) leaves of absence; (16) retirement; (17) grievance procedures; (18) resolution of differences by peaceful means; (19) a management rights clause; (20) maintenance of standards; (21) waiver and savings clauses; and (22) duration of the agreement. Instructional calendars, salary schedules, and a memorandum of understanding are attached. (EJV)

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AGREEMENT

1987-1989

LAKESHORE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT BOARD

AND

LAKESHORE EDUCATION ASSOCIATION

National Education Association
Washington, D.C.

Lakeshore Technical College

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1.0 PREAMBLE

1.0 THIS AGREEMENT is made and entered into by and between the Lakeshore Board of Vocational, Technical and Adult Education District, hereinafter referred to as "Board," and the Lakeshore Education Association, hereinafter referred to as "Association," whereby the Board and the Association agree as follows:

2.0 PURPOSE

2.1 The parties recognize that it is the responsibility of the Board to administer the schools within the district in accordance with Chapter 38 of the Wisconsin Statutes, and in conformance with the Constitutions and other laws of the state of Wisconsin and of the United States of America.

The parties have agreed to undertake this contract to assist the Board in fulfilling its obligations under the foregoing laws and further to effectuate the provisions of Section 111.70 of the Wisconsin Statutes so as to encourage an effective and harmonious relationship between the Board and its full-time and regular part-time professional employees as represented by the Association.

3.0 RECOGNITION AND COMPOSITION OF BARGAINING UNIT

3.1 The Lakeshore Vocational, Technical and Adult Education District recognizes the Lakeshore Education Association as the official bargaining representative on wages, hours, and conditions of employment for all full-time and regular part-time professional employees.

3.1.1 Full-time professional employees are those employed 35 hours per week as teachers, guidance counselors, and department heads.

3.1.2 Regular part-time professional employees are those employed a minimum of 18 hours per week and engaged for at least nine consecutive weeks per year as teachers, guidance counselors, and department heads.

Staff members employed less than 18 weeks will not be eligible for the following fringe benefits due to restriction of the benefit carriers:

1. Health/Dental Insurance.
2. Group Life Insurance.
3. Long-Term Disability.
4. Wisconsin Retirement.

3.1.3 Regular part-time professional teachers excluded are (1) driver education and (2) those teaching nonaidable courses.

3.2 Nondegree teachers shall advance to the bachelor's and master's schedule in accordance with "Requirements for Certification" provided they are teaching in the area in which they obtained verifiable apprenticeship.

3.3 All teachers who are under state certification shall meet the requirements for certification.

3.4 All teachers who do not meet state certification cannot advance vertically or horizontally on the salary schedule until requirements are met.

Provisions which result in the loss of certification shall subject a teacher to dismissal. However, where state standards for certification are modified or newly-adopted, the employee shall be given a reasonable period of time to become compliant.

3.5 All bargaining unit vacancies which occasionally occur within the district shall be posted in conspicuous locations at the various work sites and divisions.

Vacancy notices shall be sent to the Association president at the time the vacancies become known.

3.6 Fair Share Agreement

The Association will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally. Therefore, all employees will be required to pay their fair share of the costs of representation by the Association.

The Board will provide the Association with a list of all full-time and regular part-time professional employees, as defined in the recognition clauses of this contract (3.1.1 and 3.1.2), within ten (10) working days following the first day of the school year. The Association treasurer will certify to the Board all employees in the bargaining unit.

The Board agrees that, within thirty (30) days after the opening of school, it will deduct from the monthly earnings of all employees in the bargaining unit an amount of money equivalent to the cost of representation certified by the Association as the current dues uniformly required of all members and pay the deducted amount on or before the end of the month in which the deduction is made.

The Association and the Wisconsin Education Association Council do hereby indemnify and shall save the Board of Education harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Board, which board action or nonaction is in compliance with this agreement, and in reliance of any lists or certificates which have been furnished to the Board pursuant to this article, provided that any such claims, demands, suits, or other forms of liability shall be under the

exclusive control of the Wisconsin Education Association Council and its attorneys. However, nothing in this section shall be interpreted to preclude the district from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive where appropriate a rebate of monies determined to have been improperly collected by the Association.

4.0 PAY VARIATIONS FOR VARIOUS OR UNUSUAL CONDITIONS

4.1 All teaching and work assignments shall be made as equitably as possible among the teaching staff so that work loads will be as nearly equal as is consistent with enrollment needs in conformity with state board standards for payment of state and federal aids. This shall be interpreted to mean that no teacher shall carry work loads in variance with the normal average work load of the staff in his/her area of teaching. Any assignment to the contrary shall be a subject for grievance within the meaning of this contract.

5.0 WORK SCHEDULE

5.1 Work Week. The work week is defined as thirty-five (35) hours per week (Monday-Friday) at the assigned work station.

5.2 Schedule of Staff Hours

5.2.1 Staff hours shall be scheduled within eight (8) consecutive hours excluding lunch. There shall be a minimum one-half (1/2) hour lunch period daily. A maximum of five (5) office hours shall be required provided it does not exceed the total of thirty-five (35) hours per week.

Lunch period shall be scheduled on at least three (3) days a week during the fourth, fifth, or sixth hour.

5.2.2 Scheduling beyond the eight (8) consecutive hours can be assigned at the rate of one (1) class per semester. When two (2) or more teachers desire, or do not desire, to teach the same course, they shall be assigned on a rotating basis.

5.2.3 Evening school assignment not given to the instructor prior to thirty (30) days before the start of the class will be only on the nights the instructor specifies as being available.

5.2.4 When the supervisor and the instructor cannot agree on staff hours, each will submit a report to the Teacher Utilization Advisory Committee provided for in 8.0. Action will be in accordance with approved procedure.

5.2.5 Special assignments to complete a work load may be made with the approval of the Administrator of Educational Programs where such assignment will improve, promote, or enhance the total program or help meet institutional objectives. Instructors shall be consulted for their input at the time of scheduling for special assignments.

5.2.6 Assignments prior to 7:30 a.m. and after 5:30 p.m. are restricted to associate degree, vocational diploma, trade extension, and job preparatory classes.

5.2.7 Assignment prior to 7:30 a.m. or after 5:30 p.m. allows for open campus privileges.

5.2.8 When on-campus teaching assignments begin earlier than 12:30 p.m. and resume after 5:30 p.m., the instructor shall be entitled to round-trip mileage (if such trip is made) provided such trip is in excess of five (5) round trips to the school per week.

5.2.9 No instructor will be required to teach evenings as part of the regular load if call staff is used more than six (6) hours per week in his/her specialty unless agreed to by the instructor.

5.2.10 Work load assignments during the evening hours when a person is out sick, when such days precede holidays, or when such days are on records days or lap over a leave of absence shall be handled as follows:

1. Sick days are extended into evening hours if the assignment is part of load. If classes are made up, payment will be at 1/1330.

2. Classes falling before or after holidays, closures, or on records days will be held. If a class falls on a records day, the "open campus" teacher need not report to campus on that records day.

5.3 Open Campus. Defined as the meeting of all classroom responsibilities, the scheduling of a maximum of five (5) office hours per week, on no fewer than three (3) days. The attendance at all called school meetings (institutional, divisional, departmental, advisory), and the attendance on campus on all noninstructional days with other times on campus being at the discretion of the instructor.

5.4 Records days are established for the purpose of closing out one grading period and preparing for the next. The only meetings that may be held are departmental meetings. Departmental meetings may only be held with the agreement of all instructors within the department.

6.0 WORK LOAD

6.1 General Definitions.

6.1.1 Class: A class is a scheduled meeting between the instructor and the students which is devoted to instruction, supervision, or direction of students or student activities regardless of the number of periods involved.

6.1.2 Class Hour: A period of fifty (50) minutes devoted to instruction, supervision, or direction of students or student activities.

6.1.3 Contact Hour: A contact hour is a scheduled meeting between the instructor and the students for a period of fifty (50) minutes devoted to instruction, supervision, or direction of students or student activities.

6.1.4 Clock Hour: Sixty (60) minutes.

6.1.5 Teaching Load: A teaching load is 90-105 percent assignment in accordance with percentages assigned to instructional definition.

6.1.6 Stacked Classes: More than one (1) course of similar content offered at the same time in the course area and under the jurisdiction of the same instructor and can occur only in the individualized learning labs or with a combination of 100 and 300 courses of similar content.

6.1.7 Overload: Contact hour percentage that totals in excess of 105 percent.

6.1.8 Underload: Contact hour percentage that totals less than 90 percent.

6.2 Instructional Definitions.

6.2.1 General Instruction: The class is usually one (1) class hour in length consisting of informative presentations to groups for the purpose of instruction. The content of the presentation requires considerable preclass preparation on the part of the instructor for the organization of course materials and the presentation of subject matter. There is no designed student feedback. Evaluation of student activities is done beyond class time.

The class is usually one (1) class hour in length consisting of informative presentations and group student learning activities. The content of the presentation requires considerable preclass preparation on the part of the instructor for the organization of course materials and the presentation of subject matter. Activities, other than lecture, would be discussion, discussion groups, small student work groups, and student project method of instruction. Evaluation of student activities is done beyond class time.

A structured class in a block of time usually two (2) or more class hours in length. Presentations and demonstrations are given within the class period. Emphasis of the class is upon the development of skills, reinforcement of skills, or exercises that prove theories. The class content requires preclass preparation on the part of the instructor. Most of the evaluation is done in class.

6.2.2 Special Laboratory: Formal presentations or demonstrations are not usually a part of the class, and emphasis is on development and reinforcement of student skills. The instructor assigns activities to the individual student and advises and assists the students in their skill development. Most evaluation is done by the instructor in class time. Similar skill classes are usually "stacked" within the laboratory. Courses are usually open entry, open exit.

6.2.3 Special Programs: Programs supported by "soft money" and GOAL.

Counselors are those persons who are designated as counselors by the District Director, by virtue of their responsibilities for counseling students on vocational, career, academic, and personal concerns.

6.2.4 Special Assignment: Nonteaching activities which are assigned as part of the instructor's work load. These assignments are for the improvement, promotion, and enhancement of the total educational program.

6.2.5 In-plant Training: Courses specifically designed to meet the needs of instruction off-campus and in-plant.

6.2.6 Special: Farm Training and Agri-Development.

6.3 Instruction.

General duties of instruction that may vary the instructor contact hours. All duties necessary to present instruction, prepare for instruction, and maintain laboratories.

It is recognized that the many required duties, listed below, are part of the general formula; but extra conditions within these duties may cause changes.

6.3.1 Number of students.
6.3.2 Instructional supply procurement.
6.3.3 Volume of paper work.
6.3.4 Teaching assistants and work-study students when assigned.
6.3.5 Travel time.
6.3.6 Articulation and recruitment.
6.3.7 Special committee work.
6.3.8 Number of contact hours.
6.3.9 Number of courses taught.

6.3.10 Assignment times in the hospital (selection of patients).
6.3.11 Advisory time.
6.3.12 First time class taught.
6.3.13 Number of preparations.
6.3.14 Special students.
6.3.15 NTO seminars.
6.3.16 Career Conference Days.
6.3.17 Skills Fair.
6.3.18 Telecourse coordination.
6.3.19 Health screening.

6.4 Contact Hour Assignment.

Instructor contact hours are assigned in accordance with instructional definitions within the range for a full teaching load and are based upon a class term.

6.5 Work loads.

6.5.1 Instructional Loads - General.

6.5.1.1 General Instruction - 5 percent per contact hour--a scheduled hour between the student and the teacher.

6.5.1.2 Special Laboratory - 4 percent per contact hour--a scheduled hour in an individualized laboratory. Courses are usually open entry/exit. T.A. assistance is usually provided (i.e., Electronic Servicing Lab, Custodial Maintenance, Data Processing Open Lab, Child Care Field Experience).

6.5.1.3 In-plant Training - 7 percent per contact hour--courses specifically designed to meet the specific needs of a company.

6.5.1.4 Special Programs.

- GOAL	3.3 percent per contact hour
- "Soft Money" Projects	3.3 percent per contact hour
- Counselors	3.1 percent or 32 1/2 hours

6.5.1.5 Special Assignment - 2.9 percent per contact hour--noninstructional contact activity--"pool projects."

6.5.1.6 Special--Farm Training--70 to 90 farm units--80 average.
--Agri-Development--60 farm units.

6.5.1.7 Apprenticeship assignment that includes shared time with other districts.

1. Seven (7) six (6)-hour days, or six (6) seven (7)-hour days, or five (5) eight (8)-hour days in a two-week period. Five percent work load with part-time classes scheduled when below 40 hours in a two-week period.

2. One-half-day office time per week.

3. Excess time required by schedule paid per overload formula in 6.6.3.

4. Travel time will be paid when travel exceeds 1000 miles per two-week period. For travel in excess of 11000 miles per two week period, payment will be made at 58 percent of 1/1330 per hour. (Based on 40 miles equals one hour.)

5. Room reimbursement for travel will be in accordance with Board Policy DLC-R.

6. Meal rates in accordance with Board Policy DLC-R. Travel before 6:30 a.m. entitles breakfast, and travel after 6 p.m. entitles an evening meal.

7. Mileage paid in accordance with Section 11.6.

6.5.1.8 Class Size: Laboratory, shop, and clinical courses will be determined by student stations and the assignment of teaching aides.

In a normal, general instruction-type course (except for courses formerly classified as lecture or courses with little student/ teacher interaction) the goal for class scheduling should be a 25 student-per-class average. A maximum class size is 30 students (except open labs and seminars). For every student over 30, payment shall be the number over 30 times the number of class periods times $.35.

This overload is in addition to any payments made for contact hours exceeding 105 percent.

Class sizes will be figured at the fourth week of each semester.

6.5.2 Instructional Loads - Special.

6.5.3 By the End of the Fifth Week of each semester, all faculty members will be given a schedule of their work loads and work load percentages for that semester. Work loads will be figured as of the fourth week of each semester.

6.6 Overload/Underload Stipulations.

6.6.1 Overload: Where unavoidable overload teaching assignments occur, every effort will be made to adjust subsequent assignments to a yearly average of 100 percent. When the yearly average exceeds 105 percent, payment shall be made on a pro rata basis based on the work load formula. No semester load may be in excess of 125 percent.

6.6.2 Underload: Where unavoidable underload teaching assignments occur, every effort will be made to adjust subsequent assignments to a yearly average of 100 percent. With contact hour percentage total less than 90 percent, the underloads may be adjusted through special assignment.

6.6.3 Overload payments shall be calculated as follows:

$$\frac{\text{38-week contract salary}}{\text{105 percent}} \times \% \text{ of overload}$$

The instructor may choose one of the following methods of receiving overload payments:

1. $\frac{\text{Overload payment}}{\text{Number of pay periods remaining}}$
2. Lump sum payment with last check.
3. Lump sum payment after last check.

6.7 Course Classification Procedures.

6.7.1 Course classification is an administrative responsibility. Disagreement may be submitted to the Teacher Utilization Advisory Committee for recommending a solution. The course book will provide the basic information for classification.

6.7.2 The initial classification of a course will be based upon recommendations of the instructor and the supervisor. A course may be divided into more than one (1) category. The instructor's recommendations are to be submitted through the supervisor to the Administrator of Educational Programs.

6.7.3 All requests for reclassification of a course must be made to the Administrator of Educational Programs through the appropriate division supervisor.

7.0 WORK LOAD PERCENTAGE CHART

Hours Per Week	6.5.1.1 1	6.5.1.2 2	6.5.1.3 3	6.5.1.4 4	6.5.1.5 5
1.	5.0	4.0	7.0	3.3	2.9
2.	10.0	8.0	14.0	6.6	5.7
3.	15.0	12.0	21.0	9.9	8.6
4.	20.0	16.0	28.0	13.3	11.4
5.	25.0	20.0	35.0	16.6	14.3
6.	30.0	24.0	42.0	19.9	17.1
7.	35.0	28.0	49.0	23.3	20.0
8.	40.0	32.0	56.0	26.6	22.9
9.	45.0	36.0	63.0	29.9	25.7
10.	50.0	40.0	70.0	33.3	28.6
11.	55.0	44.0	77.0	36.6	31.4
12.	60.0	48.0	84.0	39.9	34.3
13.	65.0	52.0	91.0	43.3	37.1
14.	70.0	56.0	98.0	46.6	40.0
15.	75.0	60.0	105.0	49.9	42.9
16.	80.0	64.0	112.0	53.3	45.7
17.	85.0	68.0	119.0	56.6	48.6
18.	90.0	72.0		59.9	51.4
19.	95.0	76.0		63.3	54.3
20.	100.0	80.0		66.6	57.1
21.	105.0	84.0		69.9	60.0
22.	110.0	88.0		73.3	62.9
23.	115.0	92.0		76.6	65.7
24.	120.0	96.0		79.9	68.6
25.	125.0	100.0		83.3	71.4
26.		104.0		86.6	74.3
27.		108.0		89.9	77.1
28.		112.0		93.3	80.0
29.		116.0		96.6	82.9
30.		120.0		99.9	85.7
31.		124.0		103.3	88.6
32.				106.6	91.4
33.				109.9	94.3
34.				113.3	97.1
35.				116.6	100.0

8.0 TEACHER UTILIZATION ADVISORY COMMITTEE

8.1 The Teacher Utilization Advisory Committee, organized to evaluate staff loads, shall consist of six (6) members: three (3) members appointed by the Board and three (3) members appointed by the LEA. No member of this committee can be directly involved in a dispute under consideration by the committee and will be replaced by a temporary appointment. (Changing positions, etc., would allow reappointment by either side.) The decision is a recommendation to the Administrator of Educational Programs for his decision.

If the Administrator's decision is unacceptable to the teacher, the matter may be referred to the district director for his decision. If this decision is unacceptable to the teacher, the matter can be referred to the Board for its decision.

The decision of the administrator or director shall be communicated to the teacher within ten (10) days of receipt of the recommendation.

8.2 Class load shall be reasonable in terms of the facilities.

9.0 TEACHER CONTRACTS

9.1 The negotiated agreement shall be distributed to members of the collective bargaining unit within thirty (30) working days after signing. Copies of the Professional Policies Manual shall be sent to each office complex, the LEA president, and the library. Any additions, deletions, or changes made in the Board Policy Manual will be presented in written form to the LEA president.

9.2 The calendar for the 1987-88 school year is as follows:

The calendar for a 38-week contract shall consist of 190 contract days beginning August 26, 1987, and ending June 2, 1988. It will include the following days:

A. One hundred seventy-four (174) teaching days.
B. Four (4) holidays (Labor Day, Thanksgiving Day, Good Friday, and Memorial Day).
C. Four (4) in-service days.
D. Five (5)record keeping days.

1. One (1) day at the beginning of the school year.
2. One (1) day at the end of first quarter.
3. Two (2) days at the end of the semester.
4. One (1) day at the end of third quarter.

E. 2 convention days (WEAC).
F. 1 Skills Fair day.

The calendar for the 1988-89 trial school year is as follows:

		New	Goal
A.	Total Days	180 (36 wk)	190
B.	Instructional Days	161	173
C.	Instructional Time (minutes)	55/min per	50/min per
	174 x 50		8700
	161 x 55	8850	
D.	Work Hours	1330	1330
E.	Holidays	4	4

F.	Records Days	3	1
G.	Convention Days	4	4
H.	In-Services	2	2
I.	Professional Development	5	5
J.	Skills Fair	1	1
K.	Day Length	7 hrs/23 min	7 hrs
L.	Week Length	36 hrs/56 min	35 hrs
M.	Opening Session-- August 25, 1988		
N.	Specific Calendar Dates See Appendix A		

9.3 The normal school calendar may, with the instructors' consent, be varied to accommodate the needs of certain programs or services.

10.0 DISCHARGE, DISCIPLINE, LAYOFF, PROBATION, ETC.

10.1 Any discharge, demotion, refusal of contract renewal, or other involuntary change in the employment status of a teacher under contract shall be for just cause; and a notice of such action, with reason for such action, shall be in writing with a copy given to the LEA. No member of the bargaining unit shall be discharged, refused a contract, or suffer a loss in pay or benefits during the life of this contract without just cause.

10.2 Student evaluations will not be used for disciplinary purposes but only for improvement of instruction.

10.3 Probation. New teachers will be considered on probation for their first year of teaching with the district. New teachers who have completed one (1) year of teaching with the district and who do not meet the required standards of teaching competency (satisfactory performance as a teacher in the judgment of administration and supervisory personnel) may be placed on probation for a period of one (1) additional year. The salary increment may be withheld from any staff member held on probation for a second year. This will only occur after supervisory assistance and recommended changes have been offered.

A teacher being considered for recommendation for a probationary contract will be so notified by May 31 of each school year.

Teachers on probation shall have no rights of renewal except those which may be guaranteed to them by statute.

10.4 A. No material except routine items (medical forms, teaching certificates, request for leave, etc.) shall be placed in the teacher's official file without the teacher's signature, except in cases, the material may be filed with the understanding that the teacher may, if he/she desires, attach a letter of rebuttal to such material.

B. The teacher shall have the right to answer any material filed and his/her answer shall be reviewed by his/her supervisor and attached to the file copy.

C. Upon request by the teacher, he/she shall be given access to and have the right to review all materials in his/her file that have accrued during his/her course of employment in the district but excluding confidential papers included in college or university credentials or letters of recommendation given to the district. However, a list of what such excluded materials are shall be provided for review by the teacher.

D. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file, except as to those items excluded at "C" above.

E. An evaluation or observation report of any teacher must be discussed by the teacher and the administrator before the report is included in the teacher's personal file. The teacher shall sign the evaluation report. If he or she refuses to sign, this fact shall be noted on the report before it is placed in the teacher's personal file. A copy of each observation and evaluation report will be provided each teacher prior to placing a copy in the teacher's file.

10.5 Layoff

A. Staff Reduction.

In the event the Board determines to reduce the number of employee positions or reduce the number of hours in any position (for the forthcoming year), the provisions set forth in this article shall apply.

B. Notices.

Prior to implementing any layoff(s), the Board shall notify the Association in writing of the position(s) which it intends to reduce.

The Board shall give final notice of layoff for the forthcoming school year on or before June 1. The Board shall simultaneously provide the Association with copies of all layoff notices sent under this section.

C. Selection.

In the implementation of staff reductions, individual teachers shall be selected for layoff in accordance with the following steps:

1. Attrition - Normal attrition resulting from retiring or resigning will be relied upon to the extent it is administratively feasible in implementing layoff.

2. Whenever two or more employees in the same program are certified and qualified with respect to the required work, the employee having the most bargaining unit seniority will be selected for retention.

D. Seniority.

For purposes of this Article, seniority shall be defined as follows:

1. Seniority begins with the first day of employment under his/her individual contract. Employees with the same employment date shall determine seniority by the date the individual contract was accepted. Employees with the same employment date based on contract acceptance shall determine seniority by lot.

2. Seniority accrues in areas of certification provided the staff member is considered to be qualified.

3. Seniority accrues from date of employment determined in (1) above for each area of certification.

   Seniority does not accrue for nonbargaining unit work. Seniority shall cease upon:

   (1) Voluntary resignation.
   (2) Layoff greater than recall period.
   (3) Discharge.
   (4) Leaving the bargaining unit.
   (5) Nonrenewal.

   Seniority shall accrue to part-time employees on a pro-rata basis based on the percentage of full-time contract worked.

   Seniority accrues in areas taught. An employee transferring (vol) from one division/program/department to another maintains seniority in the previous area but does not transfer seniority to the new area.

   An employee transferred (invol) from one division/program/department to another carries all previously accrued seniority and continues to earn seniority in the previous area.

Example:

ADN (VOL)	LPN	ADN (INVOL)	LPN
1		1	
2		2	
3		3	
	1		1
	2		2
3	2	5	5

4. No later than December 1 of any school year the Board and the Association shall develop a mutually-agreeable seniority list, which shall rank all employees, including both active employees and employees on full or partial layoff, according to their length of service in the district, as determined above. Such list shall also state the teaching assignments, if any, presently held by such employees, and the areas in which such employees are licensed.

E. Bumping.

Notwithstanding provision 10.7.D.3 above, non-LEA staff members returning to the bargaining unit will retain any prior seniority in the bargaining unit. Bumping rights to move into the bargaining unit do not exist.

Any employee who is selected for reduction may elect in writing, within ten (10) days of receipt of a layoff notice, to assume the assignment which will allow the employee to retain a position substantially equivalent in hours and compensation to the position the employee held prior to receiving notice of layoff, of the employee with the shortest length of service in the district who holds an assignment for which the former employee is certified and qualified. Any employee who is replaced pursuant to this step may similarly elect to replace another employee in the district as provided in this step. The Board shall notify employees, in writing, of their selection through bumping, within five (5) school days after it has occurred. The Board shall simultaneously provide the Association with copies of any notice which it is required to provide employees under this step.

F. Partial Layoff.

Any employee who is selected for reduction in hours (partial layoff) and who is not able to exercise bumping rights may choose to be fully laid off, if the employment is 50 percent or less.

G. Recall.

If the district has a vacant position available for which a laid off employee is certified and qualified according to the district's records, the employee shall be notified of such position and offered employment in that position, commencing as of the date specified in such notice. Under this section, employees on layoff will be contacted and recalled for a position in reverse order of their layoff. In the event two (2) or more employees who are so qualified were laid off on the same date, the Board shall select the employee who has the longest service in the district as determined under Section C above.

Recall rights under this section shall extend to employees on partial layoff.

Within fourteen (14) days after the employer notifies the employee by certified mail pursuant to this section, he or she must advise the district in writing that he or she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to this section shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the district's records. It shall be the responsibility of each employee on layoff to keep the district advised of his/her current whereabouts. The Board shall simultaneously provide the Association with copies of any recall notices which are sent to employees on layoff status pursuant to this section.

Any and all recall rights granted to an employee on layoff pursuant to this Article shall terminate upon such employee's failure to accept within fourteen (14) days an offer of recall, as provided in this section, to a position substantially equivalent in hours and compensation to that from which the employee was laid off.

A full-time employee on layoff status may refuse recall offers of part-time, substitute, or other temporary employment without loss of rights to the next available full-time position for which the employee is certified and qualified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the district.

No new or substitute appointments may be made by the district while there are employees who have been laid off or reduced in hours who are available, certified, and qualified to fill the vacancies unless such employee has refused (above) the offer of recall.

Recall rights shall continue for two (2) years from date of layoff. For members who are employed in their field of teaching during a third (3) year of layoff, recall rights would be extended for three (3) years.

H. Benefits During Layoff.

Employees who are laid off shall remain eligible for inclusion in the district's group health and dental insurance programs under the same terms and conditions as are applicable to all regular members of the bargaining unit, for sixty (60) days when the layoff occurs during the contract period or until August 31, when the full annual contract obligation has been satisfied.

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

Subject to the provisions of 10.5--Section B, employees on full layoff will be eligible for the district's health and dental insurance continuation programs to the extent such policies allow their eligibility. Employees selecting the continuation options will be responsible to reimburse the district for 100 percent of the premium. Such eligibility shall continue while the employee is on layoff status.

Employees on full layoff shall retain the same amount of seniority, based upon length of service in the District as set forth in 10.5 Section C and the same amount of sick leave as he or she has accrued as of the date he or she was laid off. If a laid-off employee is recalled,. such employee shall again begin to accrue full seniority and sick leave. Employees shall retain all seniority and sick leave as the level(s) held at the time of implementation of the layoff.

Salary placement. Employees recalled from full-time layoff shall be placed at the next step on the salary schedule higher than the one from which they were laid off (i.e., employee on Step 7 upon layoff recalled to Step 8.)

Partially laid-off employees, who were laid off from full-time employment, shall have all the rights and privileges of full-time bargaining unit members under this Agreement, with the exception of salary (which shall be prorated), shall accrue full seniority while on partial layoffs, as set forth in Section C, and shall accrue full sick leave.

10.6 Layoff For Lack of Funding

If a program is discontinued due to lack of federal/state funding, teachers in the program or project may be laid off. The staff to be laid off shall be notified a minimum of sixty (60) days prior to the effective date of layoff.

This clause shall apply only to teachers participating in the following programs:

A. GOAL.
B. JTPA.
C. Vocational Education Amendments.
D. Adult Basic Education.
E. Pre-Vocational.

Order of layoff and recall among teachers in the program will be in accordance with Section 10.7.

The procedure for layoff is in lieu of the statutory nonrenewal procedure of Wisconsin Statutes 118.22.

Teachers covered by this clause will be offered contracts in the spring of the year subject to this layoff provision. Individual contracts offered these teachers will include the full text of this Section 10.6.

If requested by the teacher, a hearing may be held before the district Board. Both parties, the district Board and the teacher, shall be entitled to counsel at their own expense. At the request of either party and at the party's expense, a court reporter may be present to take down all proceedings.

The actions and decisions of the district Board at the hearing shall be final unless repealed by the district Board.

10.7 For the duration of this contract there will be no subcontracting of bargaining unit work, when unit members are available to teach, which would result in the layoff of a unit staff member. (Member must be certified and qualified.)

11.0 PAY PROVISIONS

11.1 Salaries. Salaries for the school year covered by the Agreement shall be in accordance with the salary schedule attached to this contract as Exhibit "A." Salary Schedule Exhibit "A" shall be effective July 1, 1987, and as subsequently adjusted.

11.2 Rate of Pay for Work Beyond 38 Weeks. Teachers employed on an extended basis beyond thirty-eight weeks shall be paid prorata compensation based on their thirty-eight week contract.

Teachers employed on an extended basis beyond thirty-eight (38) weeks shall receive the following paid holidays:

38 weeks employment - 4 holidays (Labor Day, Thanksgiving Day, Good Friday, Memorial Day)
40 weeks employment - 4 holidays (Labor Day, Thanksgiving Day, Good Friday, Memorial Day)

42 weeks employment - 5 holidays (Labor Day, Thanksgiving Day, Good Friday, Memorial Day, July 4)

44 weeks employment - 7 holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, Memorial Day, July 4)

46 weeks employment - 7 holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, Memorial Day, July 4)

48 weeks employment - 9 holidays (Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4)

11.3 Reimbursement for Graduate Credit. Staff members shall be reimbursed at the rate of $30 per credit or actual credit cost, whichever is less, for all graduate credit. Staff members on lane "K" of the salary schedule will receive a $75 per graduate credit or actual cost, whichever is less.

11.4 Undergraduate Credit. Staff members shall be reimbursed at the rate of $30 per credit or actual credit cost, whichever is less, for all undergraduate courses in the subject matter field that they are teaching, provided such courses are approved in advance, in writing, by the Director.

11.5 Reimbursement for Nondegree Teachers. Nondegree teaches shall be reimbursed at the rate of $30 per credit or actual credit cost, whichever is less, for all undergraduate courses in "education" provided all such courses are approved in advance, in writing, by the director, and provided they are required for Certification purposes by the Wisconsin Board of Vocational, Technical and Adult Education.

11.6 Mileage. In accordance with the uniform school policy, reimbursement of twenty-one (21) cents per mile shall be paid teachers when traveling on school business.

11.7 Reimbursement for Seminars. Reimbursement of expenses for attendance at Board-required or Board-approved seminars, workshops, or meetings shall include registration costs, mileage at the rate specified in item 11.6 of this contract, and lodging and meal allowances as per Board Policy DLC-R.

11.8 A teacher who is required to and does make more than one (1) round trip per day from his/her home or work station to the Cleveland campus as part of the teacher's assigned work load will be given compensation for mileage at the rate specified in 11.6 of this contract.

Mileage will be calculated on the basis of the difference between actual mileage traveled and round-trip mileage between the teacher's residence and the Cleveland campus.

11.9 AVA Convention. Provided funds are available, at least one (1) full-time teacher from the Lakeshore Education Association will be sent to the AVA Convention each year with all reasonable expenses paid, as approved by the Board. The Association shall submit three (3) names to the director for selection. Names submitted shall have been members of AVA, WVA, and LVA for the previous two (2) years.

Any other faculty member who holds membership in the WVA and AVA may attend the national AVA Convention without loss of pay and without reimbursement.

There shall be no added cost to the Board, and faculty members shall make arrangements so there will be no interruption of classes.

11.10 Association President. The Association president will be permitted up to two (2) hours per week during the normal workday for Association business provided it does not interfere with his/her class-time hours.

11.11 WVA Per Diem. In the interest of maintaining professional standards, the Board will reimburse any staff member who is a member of the WVA and who attends the state convention of the WVA the sum of $15 per diem toward the cost of participation in the convention.

11.12 Association Days. The Association president or his/her designee shall be entitled to a maximum of three (3) days per academic year for Association business without loss of pay or benefits. The Association agrees to notify the Board at least twenty-four (24) hours in advance of any such leave, indicating the name of the person being released and the date of the leave.

The individual for whom the leave is requested will supply his/her supervisor with a written explanation of how all school-related duties will be fulfilled during the absence. The explanation is to accompany the request for the leave.

The manner in which the duties of the individual on leave will be covered shall be with qualified personnel and approved by the Administration.

11.13 The LEA Executive Committee shall be allowed two (2) hours per month during regularly scheduled work hours for the purpose of conducting association business. The time for meetings will not interfere with scheduled classes or other scheduled activities.

12.0 PAYROLL DEDUCTIONS.

12.1 Faculty members may, by executing the proper form as provided by the Board, have automatic payroll deductions for any of the following purposes:

12.1.1 The United Teaching Profession dues, the Association, its state affiliation, and national affiliation.

12.1.2 WVA dues and AVA dues.

12.1.3 The United Fund.

12.1.4 Credit Union.

12.1.5 Association annuity or mutual fund programs.

12.1.6 Such others as shall be mutually agreed upon by the Association and the Board.

13.0 ADVANCE CREDITS AND OCCUPATIONAL EXPERIENCE

13.1 Credits to Satisfy Schedule. Credits to satisfy the schedule beyond the bachelor's and master's degree must be graduate credit.

13.1.1 Undergraduate credit for salary schedule advancement beyond the bachelor's and master's degree schedule may be used if approved in advance, in writing, by the director or his designee.

13.1.2 For every ten (10) earned college credits after employment with the district, a nondegree teacher shall move one (1) horizontal step, to a maximum of B.S. +30. Work experience credits shall allow horizontal movement every five (5) credits to a maximum of B.S. +30. Earned college credits and work experience credits must be figured separately and then totaled for horizontal movement.

13.1.3 Steps beyond the M.S. step can only be attained after earning a master's degree or a master's degree equivalent.

13.2 Salary Schedule to be Provided Association. Salary levels of all teachers in the bargaining unit shall be submitted to the executive board of the Association by the first day of the school year.

13.3 Credit for Work Experience. Work experience in the field of teaching, for the purposes of initial placement on the salary schedule, shall be credited at the rate of one (1) step for each year of work experience, as approved by the director.

13.4 Occupational work experience in the field of certification or other area, approved in advance by the director or his designee, gained after July 1, 1973, will receive the following credit: Every eighty (80) hours of occupational work experience, with a maximum of forty (40) hours earned per week will receive one (1) credit. Under this section, a maximum of six (6) credits may be allocated every twenty-four (24) months.

13.5 Work experience under the internship program shall be accredited on the salary schedule according to state board standards. Example: per standard hour, two (2) for one (1)--eight (8) weeks are equal to four (4) months' work experience.

13.6 No teacher shall be moved back on the salary schedule either vertically or horizontally unless such movement is precipitated by a transfer requested by the teacher from a position that has previously been rated higher horizontally or vertically on the salary schedule at the time of employment because of credit for occupational work experience in a related field.

13.7 Credit shall be allocated for certain other activities attended, if they are in the field of certification, as follows: For every forty (40) hours attendance at trade schools, seminars, workshops, short courses, and conferences not attended during school time or at school expense, one (1) credit shall be allocated. Under this section, a maximum of three (3) credits may be allocated in any twelve (12) month period.

13.8 Any teacher paid above the salary level agreed to in this contract will be paid this bonus under the following restrictions:

The dollar payment above the salary schedule shall be paid to each teacher in Lakeshore VTAE District who is qualified to teach and certifiable under the most recent state certification code in the subject area for each year this bonus increment is paid.

14.0 EXTRA-DUTY CONDITIONS

14.1 Extracurricular Salaries. Salaries for supervising extracurricular activities and/or student organizations officially recognized by the school administration shall be $400 per year per advisor. Multiple advisors allowed in DECA (4) and WOEA (2). No advisor may earn in excess of $550.

15.0 PAY FOR SUBSTITUTING

15.1 Full-time teachers who substitute or teach evenings or summer school beyond their assigned work load shall be paid at 1/1330 of their contract salary per class hour for associate degree, vocational diploma, and extension training courses.

15.2 Bargaining unit employees (part-time) who are asked to attend meetings or who are required to attend in-service and/or orientation sessions shall be compensated at an hourly rate equal to 58 percent of 1/1330 of the individual's salary with a minimum of two (2) hours pay.

16.0 INSURANCE

16.1 The district shall provide the following fringe benefits and shall pay the full premium for the plan selected by the employee (single, family, or option) on behalf of eligible (bargaining unit) employees and his/her eligible covered dependents:

A. HEALTH. Wisconsin Education Association Insurance Trust Plan #690-731.

B. DENTAL. WEAIT Plan #703 H-731.

C. LTD. WEAIT Plan #683 A-731 covering each eligible employee's contracted salary, longevity, and cocurricular compensation.

16.2 Coverage will commence on the employee's first day of active duty. Coverage shall continue through August 31 for any employee who completes the term of his/her individual contract.

If an employee resigns or is terminated during the term of his/her individual contract, district coverage shall cease at the end of the month the resignation or termination becomes effective.

16.3 In the event an employee's injury or illness occurs during the term of the employee's individual contract, the district coverage for benefits enumerated in Section 16.1 shall continue through August 31.

16.4 Employees on an unpaid leave of absence (excluding disability) shall be eligible for health and life group insurance coverage only. Employees shall make payments to the district for group health and/or life coverage on the 15th day of the month preceding the month of coverage. However, the district shall provide paid coverage for the months of June, July, and August.

16.5 The district shall give written notification to all employees of his/her right to conversion and/or extension of health and/or life insurance benefits within five (5) days after the employee ceases to be employed.

16.6 Certificates and amendments enumerated above, as amended from time to time by the carrier, and the usual, reasonable, and customary benefit levels and administrative standards are incorporated herein by reference.

16.7 Miscellaneous Provisions.

A. Upon request, the employer agrees to facilitate an employee's participation in the WETSAT Tax Sheltered Annuity program by making authorized salary reductions and forwarding them to the carrier on a monthly basis.

(Alternative: ". . . in Tax Sheltered Annuity Programs . . . to the Carriers on a monthly basis.")

B. Upon written application, the employer agrees to facilitate an employee's participation in the WEA Insurance Trust Voluntary Income Protection Plan(s), etc., by making authorized salary deductions and forwarding them to the carrier on a monthly basis.

C. Upon written application, the employer agrees to facilitate an employee's participation in the WEAIT Optional Life Insurance benefit(s) by making authorized salary deductions and forwarding them to the carrier on a monthly basis.

D. The employer agrees to supply new hires with information packets describing benefits available on a salary reduction/deduction basis upon employment.

E. All other insurance benefits provided by the employer to employees shall be maintained at the 1985-86 levels. The carrier shall not increase or decrease benefits without approval of employer and LEA.

17.0 SICK LEAVE

17.1 Persons covered under this contract shall accumulate sick leave at the rate of ten (10) days per contract year without the loss of compensation.

The individual leave shall accumulate to 110 days.

Individuals using personal leave may be required to present medical certification of disability after being absent ten (10) consecutive workdays.

17.2 A full year's sick leave, ten (10) days is available on the first day of the contract year, except that new teachers to this system will be required to stay in active employment during the initial thirty (30) calendar days of their contracts, and that a salary deduction will be made for first-year teachers leaving prior to earning sick leave they have already taken.

17.3 In computing pro rata sick leave (applicable only to first-year teachers), each of the ten (10) months from August through May equals one (1) day.

17.4 Service for one-half (1/2) month or more, will be granted one (1) day. Service for one-fourth (1/4) month to one-half (1/2) month will be granted one-half (1/2) day of sick leave.

17.5 Teachers on an extended contract shall receive one (1) day of additional sick leave for each four (4) week period of employment beyond thirty-eight (38) weeks, up to a maximum of twelve (12) days per year--110 days, total accumulation.

17.6 Sick leave shall be effective on the first day of sickness or accident. The teacher shall have the duty of notifying his/her immediate supervisor of any absence because of sickness or accident. The District will notify the teacher once a year in September of his/her total accumulation. Sick leave shall be effective from the first day of the school year for which a teacher has signed a contract.

18.0 LEAVES

18.1 Sabbatical Leave. Sabbatical leave of absence approved by the Board with compensation for a teacher to continue his/her professional studies in an area related to present staff responsibilities may be granted to faculty members, (total authorized--two (2) percent of full-time teaching staff of the district) under the following procedures:

18.1.1 Experience background as follows:

18.1.1.1 Five (5) years of continuous experience in the Lakeshore VTAE District schools --one-half (1/2) of present semester salary.

18.1.1.2 Eight (8) years or more of continuous experience in the Lakeshore VTAE District school--two-thirds (2/3) present semester salary.

18.1.1.3 At no time shall the district compensation and other grants exceed 100 percent of the teacher's semester salary. It shall be the responsibility of the teacher to provide the district director with an affidavit stating the total amount of any grants he/she is receiving so that the amount of sabbatical leave compensation can be determined.

18.1.1.4 A teacher on sabbatical leave shall continue to receive fringe benefits, excluding sick leave, and shall advance on the salary schedule the following year as though he/she were in full employment with the Board.

18.1.2 Applications for leave of absence must be filed with the district director, in writing, no later than February 1 of the school year preceding the school year for which leave is being sought.

18.1.3 Leave shall be for not less than one (1) semester nor more than one (1) school year.

18.1.4 Teacher must have an earned Bachelor's Degree.

18.1.5 Granting a leave of absence will be subject to the Board securing a certifiable replacement qualified to assume the teacher's duties while on leave.

18.1.6 Additional employment while granted leave shall be discouraged unless it pertains to the teacher's field of study. The district director shall approve any such employment.

18.1.7 If the teacher returns for less than three years, his/her reimbursement to the district Board shall be computed on a pro-rata basis; i.e., each year of return service shall count for one-third of the instructor's reimbursement. The note shall be canceled upon completion of service required or upon the death or disability of the instructor.

18.1.8 The teacher and Board will sign an "Approval for Leave with Compensation" form which will stipulate the conditions for sabbatical leave of absence with compensation.

18.2 Personal Leave. One (1) day of personal leave per school year (noncumulative) will be granted each teacher upon the following conditions:

18.2.1 Normally, personal leave will not be granted immediately before or after holidays or vacation periods.

18.2.2 Such leave may be taken in hour increments--Seven (7) hours equal a full day.

18.2.3 Such day will be deducted from the employee's personal sick leave.

18.2.4 Whenever possible, the teacher will notify the administration three (3) days in advance of when the time will be taken.

18.2.5 Intent is that use of day shall not be subject to employer discretion.

18.3 Maternity Leave. Teachers are entitled to leaves for disability related to pregnancy and shall be compensated for actual disability in accordance with the sick leave provisions of this contract.

Additional leave without pay, beyond the period of disability, will be granted for a period of time mutually agreed upon by the teacher and the district director consistent with past practice.

Replacement teachers for teachers on maternity leave will be contracted for on a temporary basis.

19.0 TEACHERS' RETIREMENT

19.1 The Board will pay 100 percent of each teacher's share of his/her contribution to the State Teachers' Retirement Fund based on the teacher's basic contract salary. The parties agree that the above referenced 100 percent includes the January 1, 1986, scheduled increase from 5 percent to 6 percent.

19.2 Voluntary Early Retirement.

19.2.1 Early retirement benefits shall be available to teachers between the age of 62 and 65 years who resign from their regular, full-time duties.

A. Eligibility: Teachers who have taught at least ten (10) years in the district shall be eligible to receive early retirement benefits from the STRS as authorized by Wisconsin Statutes 42.245 (2) bm.

B. Notice: Teachers who plan to take early retirement shall notify the district of their intent to do so by April 15 for the next school year or October 1 for the second semester of the existing school year.

C. Limitations: Unless otherwise specified, teachers shall only be permitted to retire under this policy at the end of the semester following their sixty-second (62) birthday.

D. Contribution to STRS: The district shall make payments to the STRS pursuant to the requirements of Wisconsin Statutes 42.245 (2) bm and the administrative rules of the STRS for each teacher who retires between the ages of 62 and 65.

The amount of the district payment shall be that calculated by STRS using their current actuarial tables to determine the Board's contribution.

E. Insurance Coverage: Health and life insurance premiums will be paid by the district at the same rate as for active members.

F. Letter of Agreement: The board shall provide a letter of agreement specifying the amounts to be paid to STRS in behalf of the retiring employee. Such letter shall bind the Board to make the payments as specified. A copy of said letter shall be forwarded to the Association.

G. Death Benefit: In the event that the early retiree should die prior to payment of the benefits of this policy, the unpaid balance of the amount stated in the Letter of Agreement shall be paid to STRS if possible or to the estate of the retiree.

H. Employees electing early retirement shall be deemed to have "resigned" and shall not file claim against the district for unemployment compensation based on employment with the district prior to electing early retirement.

20.0 GRIEVANCE PROCEDURE

20.1 Definition.

20.1.1 A grievance is a complaint by an employee in the bargaining unit, or the Association, where a policy or practice within the confines of this contract is considered improper or unfair; where there has been a deviation from or the misinterpretation or misapplication of a practice or policy; or where there has been a violation, misinterpretation, or misapplication of any provision of this

Agreement existing between the parties hereto. Where there is a conflict between the language of the policies of the employer and a term or condition specified by this Agreement, the latter shall apply.

20.1.2 Wherever the term "School" is used, it is to include work location or functional division or group in which a grievance may arise.

20.1.3 Wherever the term "administrator" is used, it is to include the administrator or coordinator of any work location or functional division or group.

20.1.4 Wherever the term "director" is used, it is to include the district director or any designee of the "Board" upon whom the Board has conferred authority to act in the district director's place.

20.1.5 Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Wherever the term "Association building representative" is used, it is to include the Association building representative or his/her Association teacher designee.

20.2 Grievances.

20.2.1 The Association shall have the right to present, process, or appeal only a grievance in violation of a specific article and section of this agreement in its name for an employee, and also the right to take such a grievance at any level on its own behalf and continue the processing of said grievance.

20.2.2 The teacher shall have the right to be represented by counsel or any additional persons he/she deems necessary at any step in this procedure.

20.2.3 If a grievance is of such a clear and present nature as to require immediate action, the Association may appeal to the Director immediately after the informal step.

20.2.4 The Board and the Association agree that the grievance and arbitration procedure provided herein shall be the sole and exclusive means of resolving all grievances arising under the terms of this Agreement, and further, that remedies and procedures provided by statute shall be the sole and exclusive means of settling all other disputes between the teacher and the Board or between the Association and the Board. The teacher, the Association, and the Board retain all remedies provided by law relating to alleged violations of state or federal law by the teacher, the Association, or the Board.

20.2.5 No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.

20.2.6 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to submit an appeal at the next step of this procedure.

20.2.7 The time limits specified in this procedure may be extended in any specific instance by mutual agreement, in writing.

20.2.8 Time for Investigating. The Board, or its designee, shall make arrangements to allow reasonable time without loss of salary for a previously designated Association representative, or Association designee, to investigate grievances. In the event that clarification is necessary as to what constitutes reasonable time, the director, after consultation with the Executive Board of the Association, shall make the determination.

20.2.9 All grievances will be filed and answered on the form agreed to by the parties.

20.3 Procedure for Adjustment of Grievance.

Grievance shall be presented and adjusted in accordance with the following procedures:

Any teacher within the bargaining unit with a grievance shall discuss the matter with the administration, either directly or accompanied by the Association representative, with the object of resolving the matter informally.

Step 1. In the event the matter is not resolved informally, the grievance, stated in writing, may be submitted to the administrator or his/her designee, and the Association representatives within ten (10) school days after the occurrence or condition which is the basis of the grievance, or the grievance shall be considered as waived. The grievance shall be given a file number at the time of submission. All future communications between the parties concerning the grievance shall include this file number.

A. Within four (4) school days after receiving the grievance, the administrator, or his/her designee, shall communicate his/her decision, in writing, to both parties.

B. He/she shall furnish one (1) copy to the teacher who submitted the grievance and two (2) copies to the Association representative.

Step 2. If the grievance has not been resolved satisfactorily within four (4) school days after receiving the decision of the administrator or his/her designee, the aggrieved teacher and/or the Association may appeal the decision of Step 1 to the Director. The appeal shall be accompanied by a copy of the decision at Step 1.

A. Within five (5) school days after receipt of the appeal in writing, setting forth the grievance, the director shall schedule a conference on the grievance. This conference shall be scheduled at a time of mutual convenience and shall be held within ten (10) school days after receipt of the appeal in writing. This conference will be in private.

B. The aggrieved teacher shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the director is one of interpretation of a provision of any agreement between the parties thereof or of what is established policy or practices.

C. Within five (5) school days after the conference on the appeal, the director shall communicate his decision, in writing, together with the supporting reasons to the Association.

Step 3. Within five (5) school days after receiving the decision of the director, the aggrieved teacher, through the Association, may appeal the decision directly to the district Board. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2. The Board may waive this step in the procedure and may proceed directly to arbitration.

A. A conference shall be held by the Board as soon as possible, but in no event longer than ten (10) school days after receipt of appeal. This conference will be in closed session unless the teacher requests that it be open.

B. The aggrieved teacher, the Association representative, the administrator, and the director shall be given at least two (2) school days' notice of the conference.

C. Within five (5) school days after the conference on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons, to the Association.

Step 4. If the aggrieved party is not satisfied with the decision rendered by the Board, said party, or the Association, may appeal this decision directly to the Wisconsin Employment Relations Commission for arbitration within fifteen (15) school days after having received the decision in Step 3, Section 3.

A. The arbitration shall be held under the rules of arbitration of the Wisconsin Employment Relations Commission.

B. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be binding upon both parties and shall be final, except for a decision which would reduce or eliminate aid provided for school operation from the state or federal government or other sources, or change or abridge mandatory school law.

C. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

D. Arbitration is limited to terms and conditions set forth in this Agreement and to the conditions set forth by the Wisconsin Employment Relations Commission.

E. Cost of the arbitration shall be shared equally between the Association and the District Board. Each party shall bear its own expense in the presentation and preparation of its case to the arbitrator.

21.0 RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

21.1 The Board and the LEA agree that differences between the parties shall be settled by peaceful means as provided within this Agreement and that there shall be no concerted interruption of work approved or authorized by the LEA for the term of the Agreement.

22.0 MANAGEMENT RIGHT CLAUSE

The Board, unless specifically limited by the provisions of this Agreement, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities in its management of the District and the direction of the faculty conferred upon and invested in it by the laws of the state of Wisconsin and of the United States.

22.2 It is understood that the Board may file for a Declaratory Ruling on any items claimed permissive prior to the effective date of any law changing permissive subjects to mandatory subjects is enacted and becomes law. If the item is ruled to be permissive, such item shall be removed from the contract.

If by operation of statutory law the permissive items (if any) contained in this Agreement are subject to becoming mandatory subjects of bargaining, the parties agree that all such permissive items will evaporate twenty-four (24) hours prior to the effective date of such legislation.

Within twenty (20) working days of the effective date of such legislation, each party will notify the other of the portions of the agreement alleged to be permissive. Thereafter, each party will respond within twenty (20) working days, delineating those provisions contested as being mandatory subjects of bargaining. Either party may file a petition for declaratory ruling with the Wisconsin Employment Relations Commission pursuant to Chapter ERB 18 of the Wisconsin Administrative Code with regard to those items contested as being mandatory. The parties agree to negotiate the impact of any evaporation under this article pursuant to Section 111.70.

23.0 MAINTENANCE OF STANDARDS

23.1 The Board will not change existing policies or adopt new ones during the life of this contract with respect to wages, hours, and conditions of employment without meeting and conferring with the LEA and obtaining its agreement thereto.

24.0 WAIVER CLAUSE

24.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of professional negotiations, and that the statements and agreements reached are set forth in this agreement, and that neither party shall bring up any issue specifically covered by this agreement for further negotiation during the life of this agreement.

25.0 SAVINGS CLAUSE

25.1 If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part. In the event the parties cannot agree on a replacement section, the dispute may be submitted by either party to factfinding.

If any wage or benefit provision of this agreement is nullified or modified by the action of any government agency as a result of the institution or reinstitution of any form of wage or benefit controls, the parties will meet to determine what joint action might be taken, if any, as a result of such governmental action.

26.0 DURATION

26.1 The provisions of the agreement will be effective as of the first day of July 1987 and shall continue and remain in full force and effect as binding on the parties until the 30th day of June 1989.

Either party may submit its intention to reopen negotiations for a successor agreement by notifying the other party no later than April 1 of the year in which the agreement is scheduled to expire.

Notwithstanding the above, all terms and conditions of this Agreement shall remain in full force and effect during the pendency of negotiations until a successor agreement is reached; provided, however, this agreement shall not exceed three (3) years.

26.2 Any employee who wishes to be released from a signed contract shall submit a letter to the District Board with a copy to the district administrator. Employees shall be released from their contracts by the Board upon payment of the following amounts as liquidated damages:

June 15	$ 50
July 1	$100
July 15	$150
August 1	$200
August 15	$250

The district Board may at its discretion waive the fee or reduce it.

Dated this 19th day of May 1988.

LAKESHORE BOARD OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION

Jacqueline DeBaker
Chairperson of the Board

Keith Schank
Secretary-Treasurer of the Board

LAKESHORE EDUCATION ASSOCIATION

James Joseph Smith
President

Allan F. Ford
Negotiations Chairperson

1987/88 INSTRUCTIONAL CALENDAR

August	26	In-Service/Records
August	27	In-Service
August	28	In-Service/Records
August	31	Classes Begin
September	7	Labor Day
October	29-30	WEAC Convention
November	3	End of 1st Quarter
November	4	Records Day
November	5	2nd Quarter Begins
November	26-27	Thanksgiving Recess
December 24 - January 3		Christmas Recess
January	4	Classes Resume
January	15	End of 1st Semester Commencement
January	18	Records Day
January	19	Second Semester Begins
March	17	3rd Quarter Ends
March	18	Records Day
March	21	4th Quarter Begins
March 26 - April 3		Easter Recess
April	14-15	WVA Convention
May	11	Skills Fair
May	30	Memorial Day
June	1	End of 4th Quarter
June	2	Records Day Commencement
June	13	Summer School Begins

1987/88

MONTH	INSTR.	RECORDS	HOLIDAYS	IN-SERVICE	SKILLS FAIR
August	1	1		2	
September	21		1		
October	20			2	(Convention)
November					
1st Quarter	2			2	
2nd Quarter	16	1	1		
December	17				
January					
1st Semester	10				
	87	2	2	4	0
January	9	1			
February	21				
March					
3rd Quarter	13				
4th Quarter	5	1			
April	18		1	2	
May	20		1		1
June	1	1			
	87	3	2	2	1

Instruction	174
In-service	6
Holidays	4
Records Days	5
Skills Fair	1
Total	190

Quarter 1	44 days
Quarter 2	43 days
Quarter 3	43 days
Quarter 4	44 days

EXHIBIT A

TEACHER SALARY SCHEDULE (1987-88)
DAY SCHOOL

Step	BS B	BS+ 5 C	BS+ 10 D	BS+ 15 E	BS+ 20 F	BS+ 25 G	BS+ 30 MS H	MS+ 10 I	MS+ 20 J	MS+ 30 K
00	21,598	21,990	22,383	22,774	23,164	23,558	23,947	24,727	25,513	26,295
01	22,342	22,734	23,125	23,516	23,909	24,302	24,691	25,472	26,257	27,040
02	23,087	23,479	23,871	24,261	24,653	25,045	25,434	26,217	27,000	27,784
03	23,831	24,225	24,615	25,004	25,399	25,789	26,180	26,960	27,745	28,526
04	24,575	24,969	25,358	25,749	26,139	26,535	26,925	27,706	28,489	29,272
05	25,322	25,712	26,103	26,492	26,884	27,279	27,667	28,450	29,234	30,015
06	26,064	26,457	26,848	27,237	27,630	28,022	28,412	29,193	29,979	30,760
07	26,808	27,200	27,592	27,982	28,373	28,766	29,158	29,937	30,721	31,504
08	27,552	27,945	28,335	28,727	29,118	29,512	29,901	30,683	31,466	32,248
09	28,297	28,689	29,079	29,470	29,862	30,254	30,646	31,427	32,210	32,991
10	29,042	29,432	29,825	30,215	30,606	30,999	31,390	32,170	32,954	33,734
11	29,782	30,179	30,570	30,958	31,350	31,744	32,133	32,913	33,699	34,480
12	30,527	30,923	31,313	31,703	32,094	32,486	32,878	33,660	34,444	35,225
13	31,272	31,668	32,058	32,448	32,840	33,230	33,620	34,404	35,186	35,969
14	00,000	00,000	00,000	00,000	00,000	00,000	34,365	35,149	35,931	36,713

Longevity payments of $336 will be made to all staff members who are at the last step on the salary schedule.

APPENDIX A

TEACHERS' SALARY SCHEDULE (DAY SCHOOL) 1988-89

For 1988-89, each cell of the Salary Schedule shall be increased by the same percentage annual increase in the CPI.

The term CPI shall mean the Consumer Price Index. (U.S. Cities and Urban Wage Earners and Clerical Workers, All Items, (1967=100), published monthly by the Bureau of Labor Statistics of U.S. Department of Labor.

The period of time used to calculate the percentage of increase shall be July 87 to July 88.

For example: If July 87 CPI = 319.1
July 88 CPI = 322.9

Annual Increase = 1.2 percent

Then: For 1987-88 each cell would be increased by 1.2 percent.

The 1988-89 Salary Schedule shall be calculated and printed within thirty (30) days of the date of publication of the CPI information by the BLS.

No adjustment shall be made in the amount of COLA made due to any revision which may later be made in the published CPI.

1988/89 INSTRUCTIONAL CALENDAR--PH CLEVELAND

August	25	In-service/Records
August	26	In-service/Records
August	29	Classes Begin
September	5	Labor Day
October	21	End of 1st Quarter
October	27-28	WEAC Convention
November	24-25	Thanksgiving Recess
December	22	1st Semester Ends
December	23	Records Day
December 24 - January 6		Christmas Recess
January	9-13	Professional Development Days
January	16	2nd Semester Begins
March	6	In-Service Day
March	14	End of 3rd Quarter
March	15	4th Quarter Begins
March	24-31	Easter Recess
April	13-14	WVA Convention
May	10	Job Skills Expo
May	23	End of 2nd Semester
May	24	Records Day Commencement

CLEVELAND
1988/89

MONTH	INSTR.	RECORDS	HOLIDAYS	IN-SERVICE	SKILLS FAIR	PROF. DEV.
August	3	1		1		
September	21		1			
October						
1st Quarter	15					2
2nd Quarter	4					
November	20		2			
December	16	1				
	79	2	3	1	0	2
January	12					5
February	20					
March						
3rd Quarter	9			1		
4th Quarter	6		1			
April	18					2
June	17	1			1	
	82	1	1	1	1	7

Instruction	161	Quarter 1	39 days
In-service	2	Quarter 2	40 days
Holidays	4	Quarter 3	41 days
Records Days	3	Quarter 4	41 days
Skills Fair	1		161 days
Prof. Dev.	9		
Total	180		

1988/89 INSTRUCTIONAL CALENDAR--GOAL
SHEBOYGAN

August	25	In-service/Records
August	26	In-service/Records
August	29	Classes Begin
September	5	Labor Day
October	10	Professional Development
October	27-28	WEAC Convention
October	31	End of 1st Quarter
November	1	2nd Quarter Begins
November	24-25	Thanksgiving Recess
December 24 - January 2		Christmas Recess
January	3	Classes Resume
January	12	End of 1st Semester
January	13	Professional Development
January	16	Second Semester Begins
March	6	In-service
March	15	End of 3rd Quarter
March	16	4th Quarter Begins
March 24 - April 2		Easter Recess
April	13-14	WVA Convention
May	10	Skills Fair
May	26	Professional Development
May	29	Memorial Day
May	31	End of 4th Quarter
June	1-2	Professional Development

SHEBOYGAN
1988/89

MONTH	INSTR.	RECORDS	HOLIDAYS	IN-SERVICE	SKILLS FAIR	PROF. DEV.
August	3	1		1		
September	21		1			
October 1st Quarter	18			2 (Convention)		1
November	20		1			
December	17					
January 1st Semester	8					
	87	1	2	3	0	1
January	12					1
February	20					
March 3rd Quarter	10			1		
4th Quarter	6		1			
April	18			2 (Convention)		
May	20		1		1	1
June						2
	86	0	2	3	1	4

Instruction	173	Quarter 1	42 days	
In-service	6	Quarter 2	45 days	
Holidays	4	Quarter 3	42 days	
Records Days	1	Quarter 4	44 days	
Skills Fair	1		173 days	
Prof. Dev.	5			
Total	190			

1988/89 INSTRUCTIONAL CALENDAR--GOAL
MANITOWOC

August	25	In-service/Records
August	26	In-service/Records
August	29	Classes Begin
September	5	Labor Day
October	26	End of 1st Quarter
October	27-28	WEAC Convention
October	31	2nd Quarter Begins
November	24-25	Thanksgiving Recess
December	23	Professional Development
December 24 - January 2		Christmas Recess
January	3	Classes Resume
January	12	End of 1st Semester
January	13	Professional Development
January	16	Second Semester Begins
March	10	Professional Development (TESOL)
March	17	End of 3rd Quarter
March	20	4th Quarter Begins
March 24 - April 2		Easter Recess
April	13-14	WVA Convention
May	10	Skills Fair
May	29	Memorial Day
May	31	End of 4th Quarter
June	1-2	Professional Development

Manitowoc--One professional development day--<u>float</u>--shown on June 2.

MANITOWOC
1988/89

MONTH	INSTR.	RECORDS	HOLIDAYS	IN-SERVICE	SKILLS FAIR	PROF. DEV.
August	3	1		1		
September	21		1			
October 1st Quarter	19			2 (Convention)		1
November	20		1			
December	16					1
January 1st Semester	8 87	1	2	3	0	1
January	12					1
February	20					
March 3rd Quarter	11			1		1
4th Quarter	4		1			
April	18			2 (Convention)		
May	21		1		1	
June	86	0	2	3	1	2 4

Instruction	173	Quarter 1	43 days	
In-service	6	Quarter 2	44 days	
Holidays	4	Quarter 3	43 days	
Records Days	1	Quarter 4	43 days	
Skills Fair	1		173 days	
Prof. Dev.	5			
Total	190			

APPENDIX B

MEMORANDUM OF UNDERSTANDING

DRAFT COPY

The Lakeshore Vocational, Technical and Adult Education District and the Lakeshore Education Association, in converting from the 1985-86 insurance carrier to the WEA Insurance Trust, have reached certain understandings which they wish to reduce to writing:

In the future, should either the Employer or the Association wish to change carriers and/or benefits or benefit plans, the level of benefits provided bargaining unit members in effect during the 1985-86 school year shall be the level of benefits used to determine the status quo and the percentage of insurance premiums paid by the Employer shall be considered the status quo and the respective payment for such benefits.

Additional benefits received as a result of converting to the WEA Insurance Trust insurance plans shall not be considered status quo benefits unless they were also available under the 1985-86 Collective Bargaining Agreement or unless the parties otherwise modify this arrangement during subsequent negotiations.

This Agreement shall not be considered to be a waiver of either party's rights.

For the Association — Date: 6-30-86

For the Employer — Date: 6/30/86

Lon. Sh... VJHE Ark Award 1987 89

RUN DATE: 09/14/87 LEA PKG 87/88

**** PROPOSED CONTRACT CELL ****

BASED ON 4 % INCREASE

STEP	BS B	BS+5 C	BS+10 D	BS+15 E	BS+20 F	BS+25 G	BS+30 MS H	MS+10 I	MS+20 J	MS+30 K
0	21597	21989	22382	22773	23163	23558	23978	24727	25513	26295
1	22342	22734	23125	23516	23908	24301	24690	25471	26256	27039
2	23086	23479	23871	24261	24653	25045	25434	26217	27000	27783
3	23830	24224	24614	25003	25398	25788	26179	26959	27745	28526
4	24575	24969	25358	25749	26139	26534	26924	27705	28488	29271
5	25321	25711	26009	26491	26883	27279	27667	28450	29234	30015
6	26064	26456	26847	27238	27629	28021	28411	29192	29979	30760
7	26808	27200	27592	27982	28373	28766	29158	29937	30720	31503
8	27551	27944	28334	28726	29117	29512	29901	30683	31466	32248
9	28297	28689	29079	29470	29861	30253	30645	31426	32209	32990
10	29041	29431	29825	30215	30606	30999	31390	32170	32954	33734
11	29782	30178	30569	30957	31349	31743	32132	32912	33699	34480
12	30527	30923	31313	31703	32094	32486	32877	33659	34443	35224
13	31271	31667	32057	32447	32840	33230	33620	34404	35186	35969
14	0	0	0	0	0	0	34384	35148	35930	36713

Longevity payments of $336 will be made to all staff members who are at the last step on the salary schedule.

$PAT 1159 (7.55%)

714073
757494

~a Ke S Nake~

UNION PROPOSAL NO. 12

Salary Schedule

WAGES

1. For 1987-88, each cell of the Salary Schedule shall be increased by 4%.

2. For 1988-89, each cell of the Salary Schedule shall be increased by the same percentage annual increase in the CPI.

   The term CPI shall mean the Consumer Price Index. (U.S. Cities and Urban Wage Earners & Clerical Workers, All Items, (1967=100), published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor.

   The period of time used to calculate the percentage of increase shall be July 87 to July 88.

   For example: If July 87 CPI = 319.1
   July 88 CPI = 322.9

   Annual Increase = 1.2%

   Then: For 1987-88 each cell would be increased by 1.2%

   The 88-89 Salary Schedule shall be calculated and printed within thirty (30) days of the date of publication of the CPI information by the BLS.

   No adjustment shall be made in the amount of COLA made due to any revision which may later be made in the published CPI.

ERIC Clearinghouse for Junior Colleges SEP 23 1988